

- (c) Buyer makes an assignment for the benefit of its creditors, or ceases to carry on its business; or
- (d) Buyer has a receiver/trustee or similar person appointed or otherwise designated in respect of its business or affairs.

Section 9.03

Termination Rights - Seller. In the event of a Buyer Default, Seller may terminate this Agreement by providing written notice to Buyer.

Section 9.04

Termination Rights - Buyer. In the event of an Seller Default, Buyer may terminate this Agreement by providing written notice to Seller.

Section 9.05

Effect of Termination. Termination of this Agreement shall not relieve any party of any liability accrued or for any breach hereunder, nor affect the continued operation or enforcement of any provision of this Agreement which by its terms is to survive termination. Nothing herein shall prevent any party from seeking specific performance or damages for breach in respect of any right or obligation contained in this Agreement. The rights and remedies set forth in this Section are nonexclusive and shall be in addition to any other rights or remedies that may otherwise be available at law or equity.

ARTICLE 10

FORCE MAJEURE

Section 10.01

Force Majeure. Seller shall, either wholly or partially, be relieved of its obligations hereunder during any period of time when performance becomes illegal or commercially impossible because of reasons beyond its control involving fire, explosion, strike, war, riot, final governmental regulations or intervention, court or regulatory action, and acts of God (each a "Force Majeure Event"). Similarly, Buyer shall, either wholly or partially, be relieved of its obligations hereunder during any period of time when performance becomes commercially impossible because of a Force Majeure Event involving its Plant. Market conditions are specifically excluded from this provision. Once performance becomes commercially possible, the responsibilities and obligations of the parties shall resume again with full force and effect. Where either party claims an excuse for nonperformance under this Section, it must give prompt